SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER:
PAGE 1 OF 28

2. CONTRACT NO.: 68HERH21A0011
3. AWARD/ EFFECTIVE DATE:
4. ORDER NUMBER:
5. SOLICITATION NUMBER:
6. SOLICITATION ISSUE DATE:

7. FOR SOLICITATION INFORMATION CALL: a. NAME: Daniel Fox
b. TELEPHONE NUMBER (No collect calls): 202-564-3831
8. OFFER DUE DATE/LOCAL TIME: ET

9. ISSUED BY CODE: HQAD

HQAD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington DC 20460

10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: % FOR:
☒ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
☐ EDWOSB
☐ 8(A)
NAICS: 541620
SIZE STANDARD: $16.5

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE
12. DISCOUNT TERMS: As Indicated On Each Call
☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
13b. RATING:
14. METHOD OF SOLICITATION ☐ RFQ ☐ IFB ☐ RFP

15. DELIVER TO CODE:

As Indicated On Each Call

16. ADMINISTERED BY CODE: HQAD

HQAD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington DC 20460

17a. CONTRACTOR/ OFFEROR CODE: 618387484 FACILITY CODE:

HORSLEY WITTEN GROUP, INC.
Attn: THOMAS NOBLE
90 ROUTE 6A
SANDWICH MA 025635301

TELEPHONE NO. (b)(4)

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE:

As Indicated On Each Call

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DUNS Number: 618387484 ----- The purpose of this BPA is to procure the services of contractor to perform Disaster Resilience Planning Assistance and Research for EPA in accordance to the Performance Work Statement. Period of Performance Base Year 05/17/2021 to 05/16/2022 with four one year option years with the last option year expiring on 5/16/2025. The amount of all BPA Call Orders *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA: As Indicated On Each Call
26. TOTAL AWARD AMOUNT (For Govt. Use Only): $0.00

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.
☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

☐ 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR: Thomas G. Noble

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): PCunningham

30b. NAME AND TITLE OF SIGNER (Type or print): Thomas G. Noble, Principal
30c. DATE SIGNED: May 17, 2021
31b. NAME OF CONTRACTING OFFICER (Type or print): Patrice L. Cunningham
31c. DATE SIGNED: 5-17-21

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	combined shall not exceed $4,414,389.66. ----- Period of Performance: 05/17/2021 to 05/16/2025				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

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SECTION I - Clauses

FAR Incorporated by Reference (IBR) Clauses

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FAR	52.202-1	Definitions. (JUN 2020)	
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FAR	52.222-50	Combating Trafficking in Persons. (OCT 2020)	
FAR	52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving. (JUN 2020)	
FAR	52.225-13	Restrictions on Certain Foreign Purchases. (FEB 2021)	
FAR	52.232-39	Unenforceability of Unauthorized Obligations. (JUN 2013)	
FAR	52.233-4	Applicable Law for Breach of Contract Claim. (OCT 2004)	
FAR	52.244-6	Subcontracts for Commercial Items. (NOV 2020)	

FAR Incorporated by Reference (IBR) Clauses

FAR Full Text Clauses

I-1 FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS. (OCT 2018)

(a) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment*- (1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (*e.g.,* duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.* (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Removed and reserved.

(u) *Unauthorized Obligations.* (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference*. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

I-2 FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS. (JAN 2021)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with *Alternate I* (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

[ ] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

[ ] (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

[X] (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) (Reserved)

[X] (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

[ ] (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

[X] (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) (31 U.S.C. 6101 note).

[X] (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

[ ] (10) (Reserved)

[ ] (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole Source Award (MAR 2020) (15 U.S.C. 657a).

[ ] (ii) Alternate I (MAR 2020) of 52.219-3.

[ ] (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

[ ] (ii) Alternate I (MAR 2020) of 52.219-4.

[ ] (13) (Reserved)

[X] (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

[ ] (ii) Alternate I (MAR 2020) of 52.219-6.

[ ] (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

[ ] (ii) Alternate I (MAR 2020) of 52.219-7.

[X] (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).

[X] (17)(i) 52.219-9, Small Business Subcontracting Plan (JUN 2020) (15 U.S.C. 637(d)(4)).

[ ] (ii) Alternate I (NOV 2016) of 52.219-9.

[ ] (iii) Alternate II (NOV 2016) of 52.219-9.

[ ] (iv) Alternate III (JUN 2020) of 52.219-9.

[ ] (v) Alternate IV (JUN 2020) of 52.219-9.

[ ] (18)(i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

[ ] (ii) Alternate I (MAR 2020) of 52.219-13.

[X] (19) 52.219-14, Limitations on Subcontracting (MAR 2020) (15 U.S.C. 637(a)(14)).

[X] (20) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

[ ] (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) (15 U.S.C. 657f).

[X] (22)(i) 52.219-28, Post-Award Small Business Program Rerepresentation (NOV 2020) (15 U.S.C. 632(a)(2)).

[ ] (ii) Alternate I (MAR 2020) of 52.219-28.

[ ] (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (MAR 2020) (15 U.S.C. 637(m)).

[ ] (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (MAR 2020) (15 U.S.C. 637(m)).

[ ] (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

[ ] (26) 52.219-33, Nonmanufacturer Rule (MAR 2020) (15 U.S.C. 637(a)(17)).

[X] (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

[ ] (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2020) (E.O. 13126).

[X] (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

[X] (30)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

[ ] (ii) Alternate I (FEB 1999) of 52.222-26.

[X] (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

[ ] (ii) Alternate I (JUL 2014) of 52.222-35.

[ ] (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

[ ] (ii) Alternate I (JUL 2014) of 52.222-36.

[X] (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

[X] (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

[X] (35)(i) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627).

[ ] (ii) *Alternate I* (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

[ ] (36) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

[ ] (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[ ] (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[ ] (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

[ ] (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

[ ] (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

[ ] (ii) Alternate I (OCT 2015) of 52.223-13.

[ ] (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-14.

[ ] (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

[ ] (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

[ ] (ii) Alternate I (JUN 2014) of 52.223-16.

[X] (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

[ ] (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

[ ] (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

[ ] (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

[ ] (ii) Alternate I (JAN 2017) of 52.224-3.

[ ] (48) 52.225-1, Buy American-Supplies (JAN 2021) (41 U.S.C. chapter 83).

[ ] (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (JAN 2021) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

[ ] (ii) Alternate I (JAN 2021) of 52.225-3.

[ ] (iii) Alternate II (JAN 2021) of 52.225-3.

[ ] (iv) Alternate III (JAN 2021) of 52.225-3.

[ ] (50) 52.225-5, Trade Agreements (OCT 2019) (19 U.S.C. 2501, *et seq*., 19 U.S.C. 3301 note).

[X] (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[ ] (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

[ ] (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

[ ] (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

[ ] (55) 52.229-12, Tax on Certain Foreign Procurements (JUN 2020).

[ ] (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[ ] (57) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[X] (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT 2018) (31 U.S.C. 3332).

[ ] (59) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

[ ] (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

[ ] (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

[X] (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

[ ] (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

[ ] (ii) Alternate I (APR 2003) of 52.247-64.

[ ] (iii) Alternate II (FEB 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

[ ] (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

[ ] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[ ] (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[ ] (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

[ ] (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

[ ] (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

[ ] (7) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020).

[ ] (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

[ ] (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(xiii) [X] (A) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627).

[ ] (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020).

(xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

I-3 FAR 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 1 day.

(End of clause)

I-4 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 1 day; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days (*60 days unless a different number of days is inserted)* before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed (54 Months)(4.5 years)(months)(years).

(End of clause)

I-5 FAR 52.219-14 LIMITATIONS ON SUBCONTRACTING. (MAR 2020)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Applicability. This clause applies only to-

(1) Contracts that have been set aside for small business concerns or 8(a) participants;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) participants;

(3) Orders set aside for small business concerns or 8(a) participants under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F); and

(4) Orders issued directly to small business concerns or 8(a) participants under multiple-award contracts as described in 19.504(c)(1)(ii).

(c) *Limitations on subcontracting*. By submission of an offer and execution of a contract, the Contractor agrees that in performance of the contract in the case of a contract for-

(1) *Services (except construction)*. At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) *Supplies (other than procurement from a non-manufacturer of such supplies)*. The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) *General construction*. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) *Construction by special trade contractors*. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(d) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraph (b)(1) and (2) of this clause-

(Contracting Officer check as appropriate.)

[X] By the end of the base term of the contract and then by the end of each subsequent option period; or

[ ] By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (b)(3) and (4) of this clause, by the end of the performance period for the order.

(End of clause)

I-6 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): https://www.acquisition.gov/far/part-52

(End of clause)

EPAAR Full Text Clauses

I-7 EPAAR 1552.208-70 PRINTING. (SEP 2012)

(a) *Definitions*. "Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of a camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing."

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and include microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the duplication limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

"Incidental" means a draft and/or proofed document (not a final document) that is not prohibited from printing under EPA contracts.

(b) *Prohibition*. (1) The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the printing limitation is to eliminate duplication of final documents.

(2) In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) *Affirmative Requirements*. (1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at: *http://www.epa.gov/cpg/*.

(d) *Permitted Contractor Activities*. (1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), such pages shall not exceed the maximum image size of 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing and a waiver must be obtained. Only the Joint Committee on Printing has the authority to grant waivers to the printing requirements. All Agency waiver requests must be coordinated with EPA's Headquarters Printing Management Team, Facilities and Services Division, and with the Office of General Counsel. Duplication services of "incidentals" in excess of the thresholds are allowable.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, such pages shall not exceed the maximum image size of 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing and a waiver must be obtained. Only the Joint Committee on Printing has the authority to grant waivers to the printing requirements. All Agency waiver requests must be coordinated with EPA's Headquarters Printing Management Team, Facilities and Services Division, and with the Office of General Counsel.

(4) The contractor may perform the duplication of no more than a total of 500 units of an electronic information storage device (e.g., CD-ROMs, DVDs, thumb drives 1) (including labeling and packaging) per work assignment or task order/delivery order per contract year. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing and a waiver must be obtained. Only the Joint Committee on Printing has the authority to grant waivers to the printing requirements. All Agency waiver requests must be coordinated with EPA's Headquarters Printing Management Team, Facilities and Services Division, and with the Office of General Counsel.

(e) *Violations*. The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) *Flowdown Clause*. The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

(End of clause)

I-8 EPAAR 1552.211-79 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT. (JUL 2016)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden,

collection, creation, use and dissemination of information. IRM includes both information itself and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) General. The Contractor shall perform any IRM-related work under this contract in accordance with the IRM policies, standards, and procedures set forth on the Office of Environmental Information policy Web site. Upon receipt of a work request (i.e. delivery order, task order, or work assignment), the Contractor shall check this listing of directives. The applicable directives for performance of the work request are those in effect on the date of issuance of the work request. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards, and procedures.

(c) *Section 508 requirements (accessibility)*. Contract deliverables are required to be compliant with Section 508 requirements (accessibility for people with disabilities). The Environmental Protection Agency policy for 508 compliance can be found at *www.epa.gov/accessibility*.

(d) Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at *http://www2.epa.gov/irmpoli8/current-information-directives*.

(End of clause)

I-9 EPAAR 1552.235-79 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION. (DEC 2018)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing EPA regulations (40 CFR part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI). An EPA contractor may assert a business confidentiality claim covering part or all of the information submitted by the contractor in a manner that is consistent with 40 CFR 2.203(b). If no such CBI claim accompanies the information when it is received by EPA, it may be made available to the public by EPA without further notice to the EPA contactor, pursuant to 40 CFR 2.203(a), and will not require the additional measures set forth in this section.

(b) Possible circumstances where the EPA may release the Contractor's CBI include, but are not limited to the following:

(1) To EPA contractors and other federal agencies and their contractors tasked with recovery, or assisting the Agency in the recovery, of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9607, as amended,

(CERCLA or Superfund) and/or Sec. 311(c) of the Clean Water Act (CWA), as amended by the Oil Pollution Act of 1990 (OPA) (33 U.S.C. 1321(c));

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the EPA and representing the EPA or other federal agencies in procedures for the recovery of Superfund expenditures and costs and damages to be deposited to the Oil Spill Liability Trust Fund (OSLTF);

(3) To the U.S. Department of the Treasury and contractors employed by that department for use in collecting costs to be deposited to the Superfund or the OSLTF;

(4) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. 9607), OPA Sec. 1002 (33 U.S.C. 2702), or CWA Sec. 311 (33 U.S.C. 1321) and their insurers or guarantors ('Potentially Responsible Parties') for purposes of facilitating collection, settlement or litigation of claims against such parties;

(5) To EPA contractors who, for purposes of performing the work required under the respective contracts, require access to information that the Agency obtained under the Clean Air Act (42 U.S.C. 7401 *et seq.*); the CWA (33 U.S.C.1251 *et seq.*); the Safe Drinking Water Act (42 U.S.C. 300f *et seq.*); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 *et seq.*); the Resource Conservation and Recovery Act (42 U.S.C. 6901 *et seq.*); the Toxic Substances Control Act (15 U.S.C. 2601 *et seq.*); CERCLA (42 U.S.C. 9601 *et seq.*); or the OPA (33 U.S.C. 2701 *et seq.*);

(6) To EPA contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(7) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(8) To Speaker of the House, President of the Senate, or Chairman of a Congressional Committee or Subcommittee;

(9) To entities such as the United States Government Accountability Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(10) To EPA contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the EPA; and

(11) Pursuant to a court order or court-supervised agreement.

(c) The EPA recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, CBI shall be released under paragraphs (b)(1), (2), (3), (4), (5), (6), (7) or (10) of this clause only pursuant to a confidentiality agreement.

(d) With respect to EPA contractors, EPAAR §1552.235-71 will be used as the confidentiality agreement. With respect to contractors for other federal agencies, EPA will expect these agencies to enter into similar confidentiality agreements with their contractors. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA, the CWA, or the OPA. Such entities include, but are not limited to, accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the EPA to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

(End of clause)

I-10 EPAAR 1552.235-80 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION. (OCT 2000)

It is not anticipated that it will be necessary for the contractor to have access to confidential business information (CBI) during the performance of tasks required under this contract. However, the following applies to any and all tasks under which the contractor will or may have access to CBI:

The contractor shall not have access to CBI submitted to EPA under any authority until the contractor obtains from the Project Officer a certification that the EPA has followed all necessary procedures under 40 CFR part 2, subpart B (and any other applicable procedures), including providing, where necessary, prior notice to the submitters of disclosure to the contractor.

(End of clause)

I-11 EPAAR 1552.237-71 TECHNICAL DIRECTION. (AUG 2009)

(a) Definitions.

Contracting officer technical representative (COTR), means an individual appointed by the contracting officer in accordance with Agency procedures to perform specific technical and administrative functions.

Task order, as used in this clause, means work assignment, delivery order, or any other document issued by the contracting officer to order work under a service contract.

(b) The Contracting Officer's Representative(s) may provide technical direction on contract or work request performance. Technical direction includes:

(1) Instruction to the contractor that approves approaches, solutions, designs, or refinements; fills in details; completes the general descriptions of work shifts emphasis among work areas or tasks; and

(2) Evaluation and acceptance of reports or other deliverables.

(c) Technical direction must be within the scope of work of the contract and any task order there under. The Contracting Officer's Representative(s) does not have the authority to issue technical direction which:

(1) Requires additional work outside the scope of the contract or task order;

(2) Constitutes a change as defined in the "Changes" clause;

(3) Causes an increase or decrease in the estimated cost of the contract or task order;

(4) Alters the period of performance of the contract or task order; or

(5) Changes any of the other terms or conditions of the contract or task order.

(d) Technical direction will be issued in writing or confirmed in writing within five (5) days after oral issuance. The contracting officer will be copied on any technical direction issued by the Contracting Officer's Representative.

(e) If, in the contractor's opinion, any instruction or direction by the Contracting Officer's Representative(s) falls within any of the categories defined in paragraph (c) of the clause, the contractor shall not proceed but shall notify the contracting officer in writing within 3 days after receiving it and shall request that the contracting officer take appropriate action as described in this paragraph. Upon receiving this notification, the contracting officer shall:

(1) Advise the contractor in writing as soon as practicable, but no later than 30 days after receipt of the contractor's notification, that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract;

(2) Advise the contractor within a reasonable time that the government will issue a written modification to the contract; or

(3) Advise the contractor that the technical direction is outside the scope of the contract and is thereby rescinded.

(f) A failure of the contractor and contracting officer to agree as to whether the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes" in this contract.

(g) Any action(s) taken by the contractor, in response to any direction given by any person acting on behalf of the government or any government official other than the contracting officer or the Contracting Officer's Representative, shall be at the contractor's risk.

(End of clause)

Local Clauses Full Text

I-12 Local Clauses EPA-B-32-103 LIMITATION OF GOVERNMENT'S OBLIGATION

(a) Severable services may be incrementally funded. Non-severable services shall not be incrementally funded. Contract line items To be filled at the Call Order level through To be filled at the Call Order level are severable and may be incrementally funded. For these items, the sum of $To be filled at the Call Order level of the total price is presently available for payment and allotted to this contract.

(b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted for those items to the contract. The Contractor shall not continue work on those items beyond that point. Subject to the clause entitled "Termination for Convenience of the Government," the Government will not be obligated, under any circumstances, to reimburse the Contractor in excess of the amount payable by the Government in the event of the termination of applicable contract line items for convenience including costs, profit, and estimated termination costs for those line items.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (h) of this clause, the Contractor will notify the Contracting Officer, in writing, at least ____ To be filled at the Call Order level days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate ____ To be filled at the Call Order level percent of the total amount currently allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of the applicable line items up to the next scheduled date for the allotment of funds identified in paragraph (a) of this clause, or to a substitute date as determined by the Government pursuant to paragraph (d) of this clause. If, after such notification, additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause entitled "Termination for Convenience of the Government."

(d) The parties contemplate that, subject to the availability of appropriations, the Government may allot additional funds for continued performance of the contract line items identified in paragraph (a) of this clause and will determine the estimated period of contract performance which will be covered by the funds. If additional funds are allotted, the Contracting Officer will notify the Contractor in writing. The Contractor shall not resume performance of the contract line items identified in paragraph (a) until the written notice is received. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and to the new estimated period of contract performance. The contract will be modified accordingly.

(e) The Government may, at any time prior to termination, allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.

(f) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default". The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded.

(g) Nothing in this clause affects the right of the Government to otherwise terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government".

(h) The parties contemplate that the Government may obligate funds to this contract in accordance with the following schedule:

RECAPITULATION:

PRIOR THIS NEW

AMOUNT MOD AMOUNT

Base Period

Total Maximum Amount:To be filled at the Call Order level

Funded Amount:To be filled at the Call Order level

I-13 Local Clauses EPA-C-10-101 STATEMENT OF WORK/PERFORMANCE WORK STATEMENT/SPECIFICATIONS

The Contractor shall furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise specified), to perform the Performance Work Statement included in Attachment 2. Work will be ordered against the subject Performance Work Statement through Contracting Officer issuance of call orders.

I-14 Local Clauses EPA-G-42-101 CONTRACT ADMINISTRATION REPRESENTATIVES

Contract-Level Contracting Officers Representatives (CORs)/Project Officers for this contract are as follows:

Stephanie A Padgham

Clark Wilson

Contracting Officials responsible for administering this contract are as follows:

Patrice Cunningham

Daniel Fox

I-15 Local Clauses EPA-H-07-103 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA CONTRACTS)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.

2. The interviewing or hiring of individuals for employment at EPA.

3. Developing and/or writing of Position Descriptions and Performance Standards.

4. The actual determination of Agency policy.

5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.

6. Preparing Award Fee Letters, even under typing services contracts.

7. The actual preparation of Award Fee Plans.

8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.

9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.

10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.

11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.

12. Preparing responses to Congressional correspondence.

13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non judgmental correspondence.

14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.

15. Conducting administrative hearings.

16. Reviewing findings concerning the eligibility of EPA employees for security clearances.

17. The actual preparation of an office's official budget request.

I-16 Local Clauses EPA-H-13-101 BLANKET PURCHASE AGREEMENT TERMS AND CONDITIONS

(a) As provided in FAR 13.303-3(a) the following terms and conditions are included in this blanket purchase agreement:

(1) Description of agreement. See attachment 1 "BPA Terms and Conditions"

(2) Extent of obligation. See attachment 1 "BPA Terms and Conditions"

(3) Purchase limitation. See attachment 1 "BPA Terms and Conditions"

(4) Individuals authorized to purchase under the BPA. See attachment 1 "BPA Terms and Conditions"

(5) Delivery tickets. All shipments under the agreement, except those for newspapers, magazines, or other periodicals, shall be accompanied by delivery tickets or sales slips that shall contain the following minimum information:

(i) Name of supplier.

(ii) BPA number.

(iii) Date of purchase.

(iv) Purchase number.

(v) Itemized list of supplies or services furnished.

(vi) Quantity, unit price, and extension of each item, less applicable discounts (unit prices and extensions need not be shown when incompatible with the use of automated systems, provided that the invoice is itemized to show this information).

(vii) Date of delivery or shipment.

(6) See attachment 1 "BPA Terms and Conditions"

I-17 Local Clauses EPA-H-42-102 UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION

EPA will utilize the FedConnect® web portal in administering this contract. The contractor must be registered in FedConnect® and have access to the FedConnect website located at https://www.fedconnect.net/Fedconnect/. For assistance in registering or for other FedConnect® technical questions please call the FedConnect® Help Desk at (800) 899-6665 or email at fcsupport@unisonglobal.com.

End of clause

I-18 Local Clauses EPA-I-16-101 PROCEDURES FOR ISSUING TASK ORDERS - NON-EMERGENCY WORK

(a) During the effective period of this contract, when a need arises for the performance of work covered under the Statement of Work, the Contracting Officer shall issue a task order under which the work will be performed. All task orders issued will utilize the fixed rates specified in the contract.

(b) The Contracting Officer is the only individual authorized to issue a task order under this contract. The Contracting Officer will issue a request for proposal in writing which shall include a Statement of Work or Performance Work Statement which defines the work to be performed. The request does not obligate the Government to issue the task order, nor does it authorize the contractor to perform any work pursuant to the request for proposal prior to receipt of a fully executed task order.

(c) The contractor shall submit its proposal within 30 calendar days (unless otherwise permitted in writing by the contracting officer) for the services being requested. The proposal shall be itemized as follows:

(1) The number of direct labor hours required for each labor category multiplied by the applicable fully loaded fixed hourly rate specified for each category of labor;

(2) The number of hours/days required for each piece of field equipment (if applicable) multiplied by the applicable fully loaded fixed hourly rate specified for each category of equipment;

(3) Other direct costs (e.g., travel, copying);

(4) Subcontracts (if applicable);

(5) Total proposed price;

(6) Proposed period of performance;

(7) Any other information specified in the request for proposal.

(d) The fully loaded fixed rates utilized in (c) above shall be those specified in the contract for the corresponding contract year in effect at the time the task order is issued, the proposal is prepared, or for the period in which the Government anticipates work will be performed.

(e) Upon receipt of the proposal, the Contracting Officer shall, within 21 calendar days, take one of the following actions:

(1) If all proposal elements are determined to be appropriate for the requested work, and the Contracting Officer determines that the proposed price is fair and reasonable, the Contracting Officer shall issue a FP, T&M, or Labor Hour Task Order for the work as proposed; or

(2) If the Contracting Officer determines to enter into negotiations with the contractor, and a negotiated agreement is subsequently reached, the Contracting Officer shall issue a FPFP, T&M, or Labor Hour Task Order embodying those negotiated terms; or

(3) If the Contracting Officer determines to enter into negotiations with the contractor, and an agreement is not reached in said negotiations, the Contracting Officer shall have the right to acquire the services from another source without violating the terms and conditions of this contract.

(f) All task orders are subject to the terms and conditions of this contract. In the event of a conflict between a task order and the contract, the contract shall control.

(g) Ceiling-priced task orders - Under no circumstances is the contractor authorized to exceed the task order ceiling amount. If the task order is incrementally funded, the expenditure limit is the current funded amount. The ceiling and/or expenditure limit amount of a task order can only be increased by a formal modification (Standard Form 30) issued by the Contracting Officer.

(h) The Government is obligated to make payment only for work actually completed, regardless of any estimates of prospective quantities.

(End of clause)

SECTION I-2 - Section 4 Clauses

I-2-1 Clauses

I-2-2 FAR 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN-REPRESENTATION AND CERTIFICATIONS. (JUN 2020)

I-2-3 FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS. (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

SECTION J - List of Documents, Exhibits and Other Attachments

J-1 List of Documents, Exhibits, and Other Attachments

Attachment Number	Title	Date
1	Disaster Resilience BPA Terms and Conditions (Award 68HERH21A0011)	05/07/2021
2	Attachment 2 - PWS for Disaster Resilience BPA	05/03/2021
3	Attachment 3 - Disaster Resilience BPA QASP	05/03/2021
4	Horsley Witten Group Pricing Proposal Attachment 5_68HERH21Q0003	05/03/2021

BLANKET PURCHASE AGREEMENT (BPA)

In the spirit of the Federal Acquisition Streamlining Act, the Environmental Protection Agency and The Horsley Witten Group, Inc. (HW) enter into an agreement to further reduce the administrative costs of acquiring commercial items.

Schedule Contract Blanket Purchase Agreements (BPAs) reduce contracting, administrative, and open market costs. This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the Schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.

A. AUTHORITY

This is a Blanket Purchase Agreement (BPA) awarded in response to RFQ 68HERH20Q0127.

B. PURPOSE OF BPA

The purpose of this BPA is to establish arrangements for ordering Disaster Resilience Assistance for the award's period of performance. Upon issuance of BPA the Contracting Officer will be issuing subsequent Call Order(s). The Environmental Protection Agency (EPA) has a requirement to acquire Disaster Resilience Assistance. The BPA will provide a contracting vehicle to award Call Orders. The BPA will provide a contractor with predetermined services which can be utilized by EPA.

This BPA establishes the terms and conditions applicable to potential future purchases for BPA calls under this agreement. EPA's objective in establishing this Agreement is to reduce the Government's administrative costs and to eliminate unnecessary duplication of paperwork that can result when repetitive purchases of items are made from the same contractor.

A BPA is an Agreement, not a contract. The Government is not obligated to purchase any definite amount under this BPA. If a need arises, an authorized representative of the Government may issue an order following the procedures outlined in the BPA. If the BPA-holder accepts the order, then a binding contract between the Government and BPA-holder will exist for that specific order. If the BPA-holder refuses to accept orders or to furnish quotations in compliance with the terms of the BPA, the Government reserves the right to cancel the BPA. The BPA will not include a minimum guarantee amount or minimum order guarantee.

C. TERMS AND CONDITIONS

The Horsley Witten Group, Inc. (HW) ***agrees*** to the following terms of a BPA with the United States Environmental Protection Agency (EPA). All orders placed against this BPA are subject to the terms and conditions of the BPA.

Agreement: This is a pre-priced BPA for non-personal services. Under this BPA, the contractor/supplier shall provide all equipment, tools, materials, supplies, transportation, labor, supervision, management and other incidentals necessary to meet the requirements as stated in the Performance Work Statement (PWS). These services will be ordered by the Contracting Officer (or authorized representative of the Contracting Officer) during the four (4) year duration of this BPA (one (1) base year (line items 0001 and 0002), plus three (3) option years).

Maximum BPA Values: The amount of individual Call Orders shall not exceed $250,000.00. The amount of all BPA Call Orders combined shall not exceed $4,414,389.66.

Effective Period: The effective period of performance for this BPA is May 17, 2021 through May 16, 2022 with the last option period expiring May 16, 2025.

Base Period May 17, 2021 – May 16, 2022
Option Period 1 May 17, 2022 – May 16, 2023
Option Period 2 May 17, 2023 – May 16, 2024

Option Period 3 May 17, 2024 – May 16, 2025

Delivery Requirements: All items shall be shipped FOB Destination to the address specified in the Call Order.

Ordering and Payment: Call Orders will be issued competitively amongst the BPA award holders, except in instances where the contracting officer determines that the circumstances of the contract action deem only one source is reasonably available (e.g., urgency . . .)," per FAR § 13.106-1(b)(1). Payment shall be made based on successful delivery, inspection and acceptance of the identified items in accordance with FAR 52.212-4(i).

Extent of Obligation: The Government will be obligated only to the extent of authorized purchases made under this BPA by authorized personnel.

Funds Obligation: The BPA does not obligate any funds. Funds will be obligated on each Call Order.

BPA Term: The maximum period of performance of this BPA is four (4) years from the date of BPA execution. This maximum period may be extended by a maximum of 6 months if FAR clause 52.217-8 is exercised. The BPA will be reviewed annually to ensure that it still represents a "best value". At the sole discretion of the Government, the Government may exercise the Option Periods in accordance with FAR 52.217-9.

Pricing Terms: Pricing in response to all Call Orders shall be consistent with (i.e., equal to or less than) the pricing stated in the BPA for the effective BPA period. The Pricing Lists will be reviewed annually to determine if they are consistent with the rates offered by the Contractor on the open market. Refer to Price Reduction below.

Discounted Rates: The Contractor is encouraged to offer discounts to be issued under this BPA.

Out-Year Prices: Pricing Lists are governed by the applicable BPA period.

Price Reduction: Any pricing under this BPA shall be consistent with (i.e., equal to or less than) prices offered by the Contractor in the commercial open market. If at any time the prices offered by the Contractor in the commercial open market become lower than the prices in this BPA, this BPA will be modified to include the lower prices.

Precedence: The terms and conditions included in this BPA apply to all Call Orders issued against it. In the event of an inconsistency between the terms and conditions of the BPA and the Contractor's invoice, the BPA terms and conditions will take precedence.

D. AUTHORIZED USERS AND POINTS OF CONTACT

Authorized Users:

- EPA Office of Community Revitalization
- EPA Contracting Officer, Patrice Cunningham, (or authorized representative of the Contracting Officer) is authorized to place orders under this BPA.

BPA Points of Contact (POC):

BPA Contracting Officer:
Patrice Cunningham
Phone: (202) 564-1074
Email: cunningham.patricc@epa.gov

BPA Contract Specialist:
Daniel Fox
Phone: (202) 564-3831
Email: fox.daniel@epa.gov

BPA Contracting Officer Representative (COR):

Stephanie Padgham
Phone: (202) 564-1812
Email: Padgham.Stephanie@epa.gov

BPA Alternate Contracting Officer Representative (COR):
Clark Wilson
Phone: (202) 566-2880
Email: Wilson.Clark@epa.gov

BPA Technical Point of Contact
Abby Hall
Phone: (202) 631-5915
Email: Hall.Abby@epa.gov

E. ORDERING

Centralized Ordering: Ordering via this BPA is centralized to the Office of Acquisition Solutions (OAS) Headquarters Acquisition Division (HQAD) Professional Services Branch.

Ordering Period: Call Orders may be placed against the BPA at any time prior to the expiration of the BPA.

Performance Period: Delivery for any Call Order may extend up to 6 months beyond the expiration of the BPA provided that the Call Order was placed prior to BPA expiration.

Order Type: EPA will place Firm-Fixed-Price Call Orders under this BPA with Not-To-Exceed ceilings.

F. INVOICING AND PAYMENT

Invoicing: The Contractor shall prepare invoices in accordance with FAR 52.212-4.

Invoice Content: The requirements of a proper invoice are set forth in FAR 52.212-4.

Copies: A copy of the invoice shall be provided to the BPA Call Order POC(s), with copies to the BPA COR and Alternate COR, BPA Contracting Officer, and BPA Contract Specialist.

Submitting Invoices: The Contractor shall submit an original invoice and one (1) copy (or electronic invoice, if authorized), to the address specified on the BPA Call Orders issued against the BPA. Details on how to submit electronic invoices can be found at: http://www2.epa.gov/financial/contracts.

Payment: Payment will be made based on successful delivery, inspection, and acceptance of the identified items and related services in accordance with FAR 52.212-4(i). The total amount of payments made on any Call Order shall not exceed the ceiling on the Call Order. The total amount of payments made on all Call Orders combined and issued against this BPA is not to exceed $4,414,389.66.

G. BPA MANAGEMENT AND OVERSIGHT

Centralized Management: The Contractor must provide centralized administration, in the form of a single point of contact, in support of all work performed under this BPA.

Records: The Contractor shall maintain archival copies of all deliverables, invoices, and other information furnished to the EPA for the life of the BPA and up to three (3) years after expiration of the BPA. Copies shall be made available to the Government upon request.

Tax: The Federal Government is exempted from paying state and local taxes. The tax-exempt number is 52-0852695.

Blanket Purchase Agreement (BPA)
Performance Work Statement

I. TITLE: EPA Disaster Resilience Assistance Blanket Purchase Agreement

II. PERIOD OF PERFORMANCE

The blanket purchase agreement (BPA) period of performance will be for a 12-month Base year and three (3) twelve-month option years.

III. BACKGROUND

The EPA Office of Community Revitalization has provided a range of technical assistance to hundreds of communities across the country over the past decade. The two (2) basic types of assistance offered under this BPA are 1) urban design charrettes and 2) facilitated policy evaluation and planning workshops. This requirement is focused on both categories of technical assistance and associated research related to disaster mitigation and long-term recovery from disasters including COVID-19. These projects will differ in their levels of effort and these differences are described in three major task areas below:

1. Workshops based on existing EPA policy tools to help communities plan for or recover from disasters;

2. Workshops where the Contractor develops responsive design solutions to address disaster risks or impacts for specific locations;

3. Research for and piloting of new disaster resilience tools or resources.

EPA intends to provide technical assistance, design work, and develop new tools and resources that can address risks from wildfires, drought, hurricanes, extreme heat, flooding, earthquakes, landslides, sea level rise, winter storms, pandemics and more.

More specifically, many EPA programs have existing tools and approaches that communities can use to recover from the impacts of COVID-19 and plan for future disruptions and disasters, including pandemics. As so many communities face the future after COVID-19, decision makers and community members need tools and guidance to help them take action that will revive communities. OCR has a range of existing policy and design tools that we are already using to talk with FEMA and other federal partners about responding to state and community COVID-19 recovery needs.

- For example, the Building Blocks program offers a variety of tools that can help communities struggling with ways to redevelop locations of businesses that have closed due to Covid-19 and to plan for new investment in neighborhoods.
- In addition, OCR's Greening America's Communities design program can be used to help redesign public spaces to allow for distancing while achieving community goals, revitalizing impacted economies, and mitigating future disasters. Walkability and neighborhood design have become an area of focus for many places as residents are practicing social distancing but want to leave their homes. Many neighborhoods have been full of people walking and biking in larger

numbers, and these tools can help communities plan for ways to support the creation of more accessible public spaces that allow for appropriate social distancing.

- Finally, OCR in partnership with OEJ has many tools for public engagement on equitable development, environmental justice, and meaningful engagement with underserved, vulnerable, and disadvantaged communities that are hard hit by Covid-19.

OCR maintains close partnerships with many of our federal partners who will be investing in communities through CARES Act and subsequent federal funding. OCR is already supporting US Economic Development Administration (EDA), US Department of Housing and Urban Development (HUD), General Services Administration (GSA), Federal Emergency Management Agency (FEMA) and US Department of Agriculture (USDA), among others, to help states, tribes, and locals with economic and social recovery plans and implementation. These partnerships will ensure that these recovery plans leverage federal dollars more effectively.

The core subject matter of the assistance will center upon disaster resilience, but the expertise required includes topics such as: redevelopment and land use; green infrastructure for multiple benefits; equitable development; Geographic Information Systems (GIS) and scenario planning tools; and public engagement, including with vulnerable, disadvantaged, and environmental justice communities.

Finally, we do not expect any individual Contractor will have all these areas of expertise. Therefore, we anticipate a multiple award blanket purchase agreement. This will ensure the selection of the most qualified policy assessment, urban design, facilitation, and/or planning firm for each task order.

IV. Task 1 – Technical Assistance Based on Existing EPA Tools
(Non-Severable Task)

Since 2010, EPA has worked with FEMA to deliver technical assistance to communities through a Memorandum of Agreement. A number of past technical assistance reports are available at https://www.epa.gov/smartgrowth/smart-growth-strategies-disaster-resilience-and-recovery, and some example tools include:

- Regional Resilience Toolkit
- Smart Growth Fixes for Climate Adaptation and Resilience
- Flood Resilience Checklist
- Planning Framework for Climate-Resilient Economy
- Tribal Green Building Toolkit

In addition, other EPA programs such as Office of Water and Office of Resource Conservation and Recovery have developed tools and resources that can be used to help communities plan for and recover from disasters, including examples such as:

- Disaster Debris Recovery Tool and Training
- Drought Response and Recovery Guide for Water Utilities
- Climate Resilience and Awareness Tool (CREAT)
- State Drinking Water Program All-Hazard Preparedness, Mitigation, Response and Recovery Checklist

The Contractor shall become familiar with the OCR past projects and tools as a primary focus and shall only become aware of the other EPA program tools.

For purposes of the BPA, "project team" refers to the Contractor and EPA staff and any additional Federal agency staff.

Call Order Initiation

EPA will initiate a new Call Order to provide technical assistance to state, local, tribal, or territorial partners who are planning for or recovering from disasters. This technical assistance will be based on existing EPA tools and resources.

EPA expects to deliver technical assistance under Task 1 through multiple levels of engagement, including:

- a minimum of three (3) conference calls,
- online virtual workshops, and/or
- in-person workshop in the community receiving assistance.

Given travel restrictions and other social distancing orders in place in 2020, the level of engagement will be decided upon in consultation with EPA, the community, and the Contractor. In the case of virtual workshops, the Contractor shall provide the necessary online platform or software to host and run the virtual workshop. In the case of in-person workshops, the Contractor is not responsible for securing a venue, sending invitations, or dealing with other local logistics. If the Contractor is required to travel during the performance of this call order, travel costs shall be allocable, allowable and reasonable. The

Contractor must always seek and obtain government rates whenever available and observe current subsistence ceilings.

EPA staff will provide a list of the communities and the tool to be used under each Call Order, as well as a lead local point of contact for each recipient community.

Prior to each Call Order, EPA will do an initial assessment of needs with selected communities. EPA will provide the Contractor with a short summary of community needs. EPA will also provide the Contractor with workshop materials based on past rounds of assistance using a specific tool, such as workshop agendas, pre-workshop community assessments, presentations, and next steps memos. These can be used by the Contractor as models for tailoring tool materials for selected communities.

Pre-workshop Coordination

The Contractor shall have a Call Order Kick-off Call with EPA within two (2) weeks of each Call Order award to discuss the objectives of the program; the tool to be deployed; the communities selected; and the key partners involved (i.e. staff from other EPA programs or other Federal agencies).

The Contractor shall participate in two a minimum of two (2) planning calls per community. These calls shall include participation of the Contractor point of contact, the community point of contact, and the EPA Call Order COR, at a minimum. These calls should be scheduled six (6) to ten (10) weeks leading up to the workshop, unless this schedule is changed in the individual call order.

During these calls the Contractor and EPA shall introduce the project team and project purpose; agree on a workshop format and dates (or process and timeline for choosing one); and help the community develop a list of invited stakeholders who should participate in the technical assistance. These calls shall also collect information to inform the design of the technical assistance workshop, ensuring it is relevant to local conditions, gather information on local goals and local factors, review the tool materials, plan the agenda and arrangement for the workshop delivery, and develop and review the workshop agenda and materials.

The Contractor shall deliver a proposed set of tool materials (agenda, self-assessments, Microsoft PowerPoint (PPT) files, etc.) to EPA no later than 21 days prior to the first scheduled workshop for each of the tools. The final draft files shall be delivered with track changes or comment boxes. Any modifications shall be incorporated and provided to EPA no less than seven (7) days prior to the technical assistance delivery (calls, virtual workshop, or in-person workshop, as determined by the project team).

Workshop Delivery

The Contractor shall deliver technical assistance to the communities identified in the Call Order. Technical assistance delivery may come in one or any combination of three delivery mechanisms, including:

- min. three (3) conference calls,
- online virtual workshop, and/or
- an in-person workshop in the community receiving assistance.

If the mechanism selected for a community is the min. three (3) conference calls, these will be expected to include only community staff and key project partners (referred to here as “technical staff”), whereas

online or in-person workshops will be expected to include a broader representation of community stakeholders, possibly including members of the public.

Each mechanism should include activities tailored by the Contractor as appropriate for each community and including local data/information and case studies that reflect local challenges and opportunities to the greatest extent possible. The Contractor shall facilitate all meetings, activities, and interactive group work during the online or in-person workshop options, including making presentations as needed.

Next Steps Memo and Follow-up Call

Upon completion of each workshop, the Contractor shall conduct one debrief call with each community listed in the Call Order, which may be in association with the next steps memo (see below), or as a standalone call. This call shall also involve EPA and other Federal staff and is designed to verbally discuss next steps for the community and potential follow-on support from Federal partners.

The Contractor shall also develop a brief "Next Steps" memo directed to the community with a short summary of the technical assistance, a list of next steps that the community could take, and lessons learned that might inform ongoing disaster resilience work. A template next steps memo will be provided by the EPA Call Order COR before the workshops. The Contractor shall submit a first draft next steps memo for each community within 21 days of each workshop. EPA will compile comments from each of the partners and submit to the Contractor within 21 days of receiving the first draft.
The Contractor shall submit a final draft of each next steps memo within seven (7) days of receiving comments from EPA. Final materials that will be posted to the EPA website must be compliant with Section 508 of the Rehabilitation Act, which requires that Federal agencies' electronic and information technology be accessible to people with disabilities (http://www.section508.gov/).

V. Task 2 – Disaster Resilient Design Assistance
(Non-Severable Task)

This Task is intended to help communities develop an innovative and implementable vision of distinctive, environmentally friendly neighborhoods that incorporate innovative green infrastructure systems to address site-specific disaster risks while achieving other community, economic, and environmental goals. This design assistance is adapted from EPA's Greening America's Communities (GAC). Final reports for cities that have received past assistance can be found at:www.epa.gov/smartgrowth/greening-americas-communities. Deliverables prepared under Task 2 are intended to be more streamlined (less deliverables).

Disaster resilient design and planning strategies might include, but are not limited to:

- Aesthetically and functionally valuable landscape architecture designs for green infrastructure (GI) that result in both community and environmental benefits, such as protecting critical water infrastructure and preventing combined-sewer overflows and improving air quality and lowering ambient temperatures (heat island reduction).
- Planning, design and development strategies for better climate change adaptation and disaster resilience; including urban flood management techniques for extreme storm events and designs for reducing urban heat island effects.
- Aesthetically and functionally valuable green infrastructure designs that result in community, economic, and water and air quality benefits.
- 'Green and complete streets' designs that serve all modes of transportation safely and effectively, including automobiles, pedestrians, bikes, and public transportation; while also addressing stormwater runoff and heat island effects.
- Design solutions that support social distancing during pandemics by creating safe places for people to walk, run, bike, and gather outdoors; this may include tactical or temporary design solutions
- Transit-oriented, brownfield, infill and corridor redevelopment designs that improve walkability, bicycle access and economic revitalization.
- Planning, design and development strategies for encouraging redevelopment in distressed neighborhoods.
- Planning, design and development strategies for leveraging significant community investment (e.g., a new courthouse, sewer replacement, park, etc.).

This assistance will help communities, selected by EPA, advance resilient design strategies. Through this design assistance, EPA and federal partners such as FEMA and US Army Corps of Engineers (USACE) will help communities identify specific locations, design options, and strategies to implement green infrastructure for multiple benefits. Information from EPA about green infrastructure being supported by FEMA flood management programs can be found at the following link: https://www.epa.gov/nps/using-low-impact-development-and-green-infrastructure-get-benefits-fema-programs.

Task 2 work will focus on green infrastructure strategies that can be used to produce clear environmental benefits (e.g. reduced runoff, increased groundwater recharge, improved air quality), improve public health, mitigate impacts from known or expected natural hazards, and contribute to local economic development, including long-term economic recovery after disasters.

Similar to Task 1, design assistance delivery under Task 2 may come in either of two delivery mechanisms, including:

- online virtual design charrette, and/or
- in-person design charrette.

As in Task 1, the level of engagement will be decided upon in consultation with EPA, the community, and the Contractor.

Develop Initial Schematics
The Contractor and EPA shall participate in a min of one kick-off call with the community to discuss prior visioning efforts, the specific geographic areas of focus, disaster-related challenges the project seeks to address, and to determine dates and format for the design charrette. The Contractor shall also create base maps that illustrate pertinent site conditions and develop initial design concepts for each location. In some cases, this may include mapping assessments using Geographic Informations Systems (GIS) to determine existing and future risks from disasters, suitability for green infrastructure sites, and estimated reductions in hazard impacts and environmental and public health impacts. The Contractor will complete this work remotely.

Charrette Preparation
The Contractor shall develop a detailed charrette schedule for either a two-part virtual design charrette or a three-day, on-site charrette for the community. Either format charrette will occur within six (6) to eight (8) weeks after the kick-off call. EPA staff will provide the Contractor with past charrette schedules as examples. Community staff will be responsible for planning charrette logistics including securing a venue (if necessary), advertisement, invites to stakeholder for public meetings, and catering, if pertinent. In the case of virtual charrettes, the Contractor shall provide the necessary online platform or software to host and run an interactive, virtual design charrette.

Conduct On-site Design Charrette
The Contractor shall lead the agreed-upon design charrette where they will further develop the design options and facilitate stakeholder meetings and any public open houses/meetings.

Next Steps Memos
The Contractor shall create one “Next Steps” memo describing the projects, the process, and the design options that emerged from each workshop. The memo is intended to provide the community with a roadmap for implementation of improvements in specific locations but also identify community-wide changes to existing plans, codes, ordinances, and policies. Final materials that will be posted to the EPA website must be compliant with Section 508 of the Rehabilitation Act, which requires that Federal agencies' electronic and information technology be accessible to people with disabilities (http://www.section508.gov/).

VI. Task 3 – Research and Pilots for New Disaster Resilience Tools
(Severable Task)

This Task involves an emerging line of work related to disaster resilience at a variety of scales, including site scale, local, tribal, regional, and state or territorial, with the intention of creating flexible, tailored assistance for a single recipient or a single agency working with multiple communities. For example, EPA and FEMA have worked in several communities on enhancing community resiliency in both hazard mitigation plans and during the process of long-term recovery from natural disasters. Through these longer-term projects, EPA has produced tools that can help other communities around the country, including tools that have been deployed in the approach described in both Tasks 1 and 2. For example, EPA's assistance to the State of Vermont in 2013 resulted in the Building Blocks Flood Resilience Checklist Tool. Also, since 2017 EPA has worked with the Institute of Museum and Library Services to tailor several Building Blocks tools to apply in other communities where public, anchor institutions are interested in contributing to broader revitalization efforts.

The goal of projects that fall under Task 3 are twofold: 1) provide tailored, in-depth assistance to a state, regional agency, community, tribe, or other group of partners, and 2) provide an opportunity for EPA to create new tools or refine existing resources that can be used by other communities nationwide. These longer timeframe technical assistance efforts may focus on any one of a variety of topics and require specific subject matter expertise, such as those listed in the Background section on page one. We anticipate funding 2 to 3 call orders of this type each year.

As in Tasks 1 and 2, EPA will be responsible for selecting technical assistance recipients and will notify the Contractor of selected recipients at the start of the Call Orders. EPA may create Call Orders that include a single technical assistance recipient for long-term assistance, EPA may create Call Orders that include a *set* of recipients focused on a revising or updating a common, existing tool.

Project Kickoff

The Contractor shall participate in one kickoff call with the EPA TO Project Officer within two weeks of contract award. This call is an opportunity for EPA staff to go over the focus and intended outcomes of the technical assistance. Prior to the call, EPA shall provide the Contractor with any existing materials that will be used as the basis for the technical assistance and on-site workshop, whether that is an existing tool intended for revision or documentation explaining the intent for creating a new tool that does not yet exist.

Workshop Preparation

The Contractor shall lead virtual or on-site workshops for recipient communities based on the Task Order requirements. In preparation for these workshops, the Contractor shall participate in up to six (6) phone calls with EPA and the recipient community or communities which will likely include but not are limited to the following topics:

- Potential need for pre-workshop site visit. Creation or revision of materials for use during the workshop;

- Sharing community data with the Contractor for workshop preparation;
- Appropriate stakeholders (e.g. community advocates, business groups, state or regional agency staff) to invite to the workshop;
- Focus group meetings, including specific topics, length of time, and key participants and facilitators.

The Contractor shall also prepare a draft workshop schedule which shall include, but is not limited to:

- Stakeholder meetings no longer than 90 minutes in length based on the appropriate components of the proposed or existing tool.
- Agenda for each stakeholder meeting that identifies the facilitator and describes presentations that will be made.
- Work sessions for the core project team (EPA Team and key recipient partner staff).
- Introductory and wrap-up events.
- Discussion of implementation strategies and next steps.

Recipient community staff will be responsible for planning workshop logistics, including securing a venue, advertisement, invites to stakeholder and public meetings, and catering, if pertinent. Timelines will be provided in the Call Order.

Workshop Delivery

The Contractor shall facilitate virtual or on-site workshop(s) with recipient communities as detailed in each Call Order. The Contractor shall use materials either provided by EPA or developed in collaboration with EPA and the recipient community to facilitate conversations among community partners and stakeholders that will lead to a clear set of next steps that address the relevant topic. The Contractor shall also facilitate implementation meetings with a range of local, state, and federal partners to help the recipient community identify implementation options and next steps.

Develop an Action Plan for Technical Assistance Recipient

The Contractor shall provide each recipient community with a short, simple memo, based on the action plan format used in previous technical assistance programs, that provides a summary of what happened during the workshops and planned next steps. Document is not intended to be a formally adopted community plan but should summarize the proceedings during the workshops and how the recipient plans to continue working across organizations to implement next steps.

Develop a New Disaster Resilience Tool

The purpose of this task is to refine or create materials for a disaster resilience tool based on the feedback and application of materials through workshops. The revised or newly created tool materials related to policy analysis, code review, scenario planning approach, or other planning guidance as it pertains to the specific topic of assistance. The subject of focus will vary with each Call Order, but the fundamental assessment tool approach and connection to disaster resilience and community revitalization will be consistent. In addition, the new or updated tool may include but should not be

limited to materials that could be used in future Task 1 or Task 2 applications, such as MS PowerPoint presentations, sample agendas and stakeholder lists, community self-assessment tools, public engagement exercise, and facilitator guide. Final materials that will be posted to the EPA website must be compliant with Section 508 of the Rehabilitation Act, which requires that Federal agencies' electronic and information technology be accessible to people with disabilities (http://www.section508.gov/).

VII. Task 4 – Add-On Support for Tasks 1, 2, or 3

(Severable Task)

Public Engagement

In some cases, communities may require more support to bridge long-standing divisions, which becomes known after selection of the communities. If EPA determines that it would be timely and beneficial to the processes described in Tasks 1, 2 and 3, EPA may exercise the option to:

- Hold targeted planning session(s) around issues of equitable development, environmental justice, and creating meaningful engagement for underserved, vulnerable, and disadvantaged communities.
- Tailored public engagement training for steering committee members before workshops delivered under Tasks 1-3 above.
- Extend the duration of the core workshop to hold additional interviews and planning meetings with key stakeholders, or underserved, vulnerable, and disadvantaged communities;

Capturing Workshop Results and Lessons Learned Dissemination

As an optional task, the Contractor shall document the workshops and/or the implementation actions through multi-media methods selected in consultation with EPA -- such as film, voice-recording, and photography – to produce videos, podcasts, story maps, computer graphic animation-based stories, etc., for communities identified by EPA/OSC. Videos, computer graphic stories, and the like, should be approximately three (3) to seven (7) minutes in length, podcasts should be no more than 12 minutes in length, and should feature interviews with workshop participants, should capture what was discussed at the workshop, and should be used as a tool for telling the community's story – e.g., how recovery planning from a specific disaster leads to other community and economic advantages. Footage for the product should be taken during the workshop site visit or during a separate site visit and shall be provided to EPA in a format suitable for posting online (e.g., YouTube). The Contractor shall provide an estimate of the cost to produce each video as part of the proposal for this optional task (price per video), which may or may not be funded.

Funding and Financing for Resilience

Figuring out how to fund a project or resilience initiative is a difficult challenge to solve for almost all jurisdictions. No matter the project, financial hurdles are frequently cited as the reason for not acting. As an optional task, the Contractor shall help technical assistance recipients in Tasks 1, 2, or 3 develop successful funding and financing plans, including ways to build a network of funders. The Contractor may also be asked to provide additional training for key staff and leaders in how to make the business case for resilience projects developed as part of assistance provide in Tasks 1, 2, or 3.

ATTACHMENT 3

QUALITY ASSURANCE SURVEILLANCE PLAN

QUALITY ASSURANCE SURVEILLANCE PLAN

1.0 Introduction.

The EPA Office of Community Revitalization has provided a range of technical assistance to hundreds of communities across the country over the past decade. The two (2) basic types of assistance offered under this BPA are 1) urban design charrettes and 2) facilitated policy evaluation and planning workshops. This requirement is focused on both categories of technical assistance and associated research related to disaster mitigation and long-term recovery from disasters including COVID-19. These projects will differ in their levels of effort and these differences are described in three major task areas below:

1. Workshops based on existing EPA policy tools to help communities plan for or recover from disasters;
2. Workshops where the Contractor develops responsive design solutions to address disaster risks or impacts for specific locations;
3. Research for and piloting of new disaster resilience tools or resources.

EPA intends to provide technical assistance, design work, and develop new tools and resources that can address risks from wildfires, drought, hurricanes, extreme heat, flooding, earthquakes, landslides, sea level rise, winter storms, pandemics and more.

More specifically, many EPA programs have existing tools and approaches that communities can use to recover from the impacts of COVID-19 and plan for future disruptions and disasters, including pandemics. As so many communities face the future after COVID-19, decision makers and community members need tools and guidance to help them take action that will revive communities. OCR has a range of existing policy and design tools that we are already using to talk with FEMA and other federal partners about responding to state and community COVID-19 recovery needs.

2.0 Purpose.

The purpose of the QASP is to provide EPA personnel with a guide for post-award surveillance of the contractor's performance to determine conformity with the requirements of the Blanket Purchase Agreement (BPA) contract. It details how and when EPA will monitor, evaluate, and provide feedback on contractor performance. It also details how the contractor will monitor its own performance during the life of the contract.

Additionally, the QASP will serve to inform contractors of the EPA's evaluation process and evaluation criteria per the BPA Performance Work Statement. EPA retains the right to modify the QASP, as necessary, to provide adequate evaluation of each specific task order.

3.0 Roles and Responsibilities of EPA Personnel.

Below are the roles and responsibilities of EPA personnel performing surveillance activities for the BPA contracts.

3.1 The EPA Contract Officer Representative (COR) has overall technical responsibility for the BPA Contract and coordination with Office of Community Revitalization (OCR) management. In addition, the COR is the technical representative for the Administrative Contracting Officer (ACO) for the BPA contract and provides advice to the ACO accordingly. The COR works with the EPA Task Order Contract Officer Representatives (TOCOR) to ensure proper contract management of each Task Order.

3.2 The EPA TOCOR manages the Task Order for the BPA Contract. The TOCOR works directly with the Technical Contacts (TCs) (e.g., personnel in OCR, Regional offices, or other EPA program offices), who provide ad hoc technical support to the Task Order. In some cases, the TCs will be called upon to conduct surveillance or monitoring of contractor performance. This could involve evaluating contractor's technical deliverables or monitoring other BPA tasks (e.g., workshop delivery or design development).

3.3 In general, the CORs and the TOCORs will be called upon to review and evaluate contractor generated deliverables required by the Task Order (e.g., next steps memos, disaster resilience tools, or other deliverables).

3.4 The ACO will utilize the surveillance feedback to determine whether the contractor's deliverables and services satisfy the contract performance standards as set forth in the contract. Surveillance results will also be the basis for incentives and disincentives for the BPA contractor. The ACO will work closely with the COR and TOCORs on performance issues.

4.0 Focus of Surveillance.

The QASP focuses on the deliverables associated with the BPA Performance Work Statement (Attachment 1).

- Task 1 – Technical Assistance Based on Existing EPA Tools
- Task 2 – Disaster Resilient Design Assistance
- Task 3 – Research and Pilots for New Disaster Resilience Tools
- Task 4 – Add-On Support for Tasks 1, 2, or 3

The deliverables and services will be monitored and evaluated by EPA personnel relative to the following four performance categories: Quality of Service, Cost Control, Schedule, and Business Relations. Definitions of these performance categories are as follows:

4.1 Quality of Service

- Compliance with contract requirements
- Quality of Deliverables
- Effectiveness of Personnel
- Technical Excellence
- Effectiveness of Quality Control Program

4.2 Cost Control

- Estimate Accuracy and Cost Control
- Current, accurate and complete billings
- Comparison of negotiated to actual cost
- Costs efficiencies or deficiencies Invoice Readability

4.3 Schedule

- Met interim Milestones
- Reliability
- Responsiveness to technical directions (Technical Direction is for clarification purposes only. Cannot effect scope or cost.)
- Completed on time
- Met delivery schedules

4.4 Business Relations

- Effective Management Reasonable/ cooperative
- Responsive to contract requirements
- Notification of problems
- Flexibility
- Pro-active vs. reactive

5.0 Surveillance Methodology.

EPA personnel will rely upon two different quality assurance surveillance methods: Periodic Monitoring and Customer Feedback.

5.1 Periodic Monitoring.

Periodic monitoring consists of monthly surveillance of deliverables for Tasks (e.g., next steps memos, disaster resilience tools, or other deliverables) generated by the BPA contractor.

For the Reports of Work, the contractor will provide summary tables presenting information describing current or forthcoming deliverables with date delivered and/or due dates. Any outstanding issues/problem resolution associated with a Task Order may be reported along with cost information by site, task and/or activity. This type of information constitutes contractor self-reporting on a periodic basis and will be evaluated by appropriate EPA personnel (COR, TOCOR or TC) monthly.

Results from quarterly surveillance will be recorded in the form of written documentations in either: (1) EPA Contractor Performance Evaluation Form (Appendix 1) or (2) the Customer Feedback form (Appendix 3), via email to the Administrative Contracting Officer (ACO). An e- mail with the Customer Feedback Form attached may also be used as documentation. In all cases, the evaluations will be transmitted to the ACO.

For deliverables required under each Task Order, EPA will conduct quality assurance surveillance of contractor deliverables as defined in Appendix 2 - BPA Quality Assurance Surveillance Plan (QASP) - Performance Requirements Summary. The appropriate COR, TOCOR, and/or TC, will review and verify contractors' findings.

Results from evaluations will be captured in the form of written documentation: (1) EPA Contractor Performance Evaluation Form (Appendix 1) and/or (2) the Customer Feedback form (Appendix 3). An e-mail with the Customer Feedback form attached may also be used as documentation. In all cases, the evaluations will be transmitted to the ACO.

5.2 Customer Feedback.

Customer Feedback to the contractor should be continuous. Additionally, EPA personnel involved with the Task Order are required to conduct surveillance at the

completion of the work for each Task Order. This feedback should be documented on the Customer Feedback form (Appendix 3).

Immediate customer feedback on a noteworthy accomplishment or a discrepancy will be provided by the TOCORs and/or the EPA TC during the normal course of business. This feedback will be reported to the ACO for action and documented in writing using the EPA Contractor Performance Evaluation Form (Appendix 1) at the completion of the Task Order. The ACO will notify the BPA contractor of the noteworthy accomplishment or discrepancy. For all discrepancies in contractor performance, corrective action will be determined and administered on a case-by-case basis. For example, a suitable correction may be an increase in surveillance activity on a given deliverable or a requirement that the contractor enhance their internal quality control on a specific deliverable.

EPA will provide annual end-of-performance period and end-of-task order customer feedback to the contractor summarizing the past year's surveillance activities on the EPA Contractor Performance Evaluation Form (Appendix 1). The COR will collect all EPA surveillance findings submitted throughout the year and request each TOCOR or other EPA staff to complete an end-of-performance period Contractor Performance Evaluation Form (Appendix 1) for each task order.

6.0 Quality Assurance Surveillance Plan (QASP) - Performance Requirements Summary

Appendix 2, BPA Quality Assurance Surveillance Plan (QASP) - Performance Requirements Summary, is a chart which summarizes the surveillance activities to be conducted by EPA personnel for the contract. This summary details the tasks and the deliverables to be monitored, gives the surveillance methodology for each task, the performance ratings available for each task, the frequency of each deliverable being monitored, and the type of monitoring to be performed by EPA personnel.

7.0 Documentation

The COR will maintain the official quality assurance files. The original of all evaluation forms, customer feedback forms, reports, recommendations, support documentation, and any actions resulting from EPA conducting performance assurance checks will be maintained for the life of the contract. The COR will provide a copy of the completed evaluation forms to the ACO. The complete official file shall be forwarded to the ACO or closeout CO when the contract has expired or is terminated.

8.0 Appendices:

- EPA Contractor Performance Evaluation Form
- BPA Quality Assurance Surveillance Plan (QASP) - Performance Requirements Summary Customer Feedback form

Appendix 1: EPA Contractor Performance Evaluation Form

Contractor: Preparer's Name: Contract# and Name:

Task Order#:

Evaluation Period: Preparer's Signature: Date &Time: Location

Brief Description of Activity:

Overall Performance Rating is_____.

Check if this is a rating for a Task Order or for the overall Contract:

Task Order _____ Contract _____

Surveillance Method:

Performance Categories	Rating*	Supporting Summary Comments**
Quality of Service 1.1 Compliance with contract requirements 1.2 Accuracy of Deliverables 1.3 Effectiveness of Personnel 1.4 Technical Excellence 1.5 Effectiveness of Quality Control Program		
Cost Control 2.1 Estimate Accuracy and Cost Control 2.2 Current, accurate and complete billings 2.3 Comparison of negotiated to actual cost 2.4 Cost efficiencies or deficiencies 2.5 Invoice Readability		
Schedule 3.1 Met intern Milestones 3.2 Reliability 3.3 Responsiveness to technical directions 3.4 Completed on time 3.5 Met delivery schedules		
Business Relations 4.1 Effective Management 4.2 Reasonable/ cooperative 4.3 Notification of problems 4.4 Flexibility 4.5 Pro-active vs. reactive		

*Ratings: I-Unsatisfactory 2-Marginal 3-Satisfactory 4-Very Good 5-Exceptional
**Provide a brief narrative for each of the categories to support the rating assigned.

INSTRUCTIONS FOR COMPLETING EVALUATION FORM:

Quality of Service Definitions

Unsatisfactory: Performance does not meet contractual requirements and recovery is not likely in a timely manner. The contractor's corrective actions were ineffective.

Marginal: Performance does not meet some contractual requirements. The provided service contained serious problems for which the contractor's identified corrective actions were only marginally effective or not fully implemented.

Satisfactory: Performance met all contractual requirements. The provided service was completed with some minor problems for which corrective actions taken by the contractor were satisfactory.

Very Good: Performance met and exceeded some contractual requirements to the Government's benefit. The provided service was completed with some minor problems for which corrective actions taken by the contractor were highly effective.

Exceptional: Performance met and exceeded many contractual requirements to the Government's benefit. The provided service was completed with few minor problems for which corrective actions taken by the contractor were highly effective.

Cost Control Definitions

Unsatisfactory: Cost management processes did not meet contractual requirements and recovery is not likely in a timely manner. The contractor's corrective actions were effective.

Marginal: Cost management processes did not meet some contractual requirements. Serious problems were identified in the contractor's ability to manage costs. Identified corrective actions were only marginally effective or not fully implemented.

Satisfactory: Cost management processes met all contractual requirements. Cost control measures consisted of some minor problems for which corrective actions taken by the contractor were satisfactory.

Very Good: Cost management processes met all and exceed some contractual requirements to the Government's benefit. Cost control measures consisted of some minor problems for which corrective actions taken by the contractor were effective.

Exceptional: Cost management processes met all and exceed many contractual requirements to the Government's benefit. Cost control measures consisted of few minor problems for which corrective actions taken by the contractor were highly effective.

Schedule Definitions

Unsatisfactory: The contractor did not meet schedule requirements resulting in significant delays. The contractor's corrective actions were ineffective. Recovery is not likely. If performance cannot be substantially corrected, it constitutes a significant impediment in consideration for future awards.

Marginal: The contractor did not meet some schedule requirements resulting in delays. Identified corrective actions were only marginally effective or not fully implemented.

Satisfactory: There were minimal delays in meeting project schedule. The contractor's corrective actions were satisfactory.

Very Good: The contractor completed project on or ahead of schedule. For ongoing projects, the contractor exceeded some milestones to the government's benefit. Some minor problems existed for which the contractor's corrective actions were effective.

Exceptional: The contractor completed project ahead of schedule and/or exceeded many interim milestones to the Government's benefit. Few minor problems existed for which the contractor's corrective actions were highly effective.

Business Relations Definitions

Unsatisfactory: Response to inquiries and/or technical, service, and administrative issues were not effective. If not substantially mitigated or corrected, it should constitute a significant impediment in considerations for future awards.

Marginal: response to inquiries and/or technical, service, and administrative issues were somewhat effective. Communication was generally reactive, which resulted in delays or cost management issues.

Satisfactory: The level of communication was adequate. Response t6o inquiries and/or technical, service, and administrative issues met Government expectation. Communication was generally timely resulting in some minor problems.

Very Good: Response to inquiries and/or technical, service, and administrative issues met and, in some cases, exceeded government expectation. Communication was generally proactive resulting in some minor problems. The contractor displayed flexibility in completing the project.

Exceptional: Response to inquiries and/or technical, service, and administrative issues exceeded Government expectation. Communication was proactive, which allowed the contractor to avoid potential issues. The contractor displayed great flexibility in completing the project.

Appendix 2
BPA 6 Quality Assurance Surveillance Plan (QASP)-Performance Requirements Summary

Tasks, Performance Requirements & Standards **See PWS for Performance Requirements & Standards**	**Deliverable Monitored**	**Surveillance Method**	**Performance Ratings**	**Surveillance Frequency**	**Monitoring Performed**
Technical Reviews	All Task 1-4 deliverables	Customer Feedback and TOCOR observation	I-Unsatisfactory 2-Marginal 3-Satisfactory 4-Very Good 5-Exceptional	-Immediate -End-of-performance period -End-of-task order	-Conduct I00% Review of deliverables for completeness, technical quality, grammatical quality, readability by TOCOR and/or EPA technical contact.
Task Order Administration	Monthly Status Report/Invoices	Periodic	I-Unsatisfactory 2-Marginal 3-Satisfactory 4-Very Good 5-Exceptional	Quarterly	-Conduct Review of Quarterly Status Report/invoice(s) for each Task Order by COR, TOCOR or TC

Appendix 3
Customer Feedback Form

Contractor Name & Contract No:	
Task Order No:	
Date and Time of Feedback:	
Source of Feedback: Organization: Individual(s) Name and Title:	
Nature of Feedback:	
Contract PWS Reference for Performance Requirements & Performance Standards:	
Validation of Feedbacks:	
Date, Time, & Method of Informing Contractor of Feedbacks:	
Explanation and/or Corrective Action Taken by Contractor:	
Received by:	Signature Date